

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Rachael Itwaru,  <div style="text-align: center;">Plaintiff,</div> <div style="text-align: center;">-v-</div> Bloomberg L.P.,  <div style="text-align: center;">Defendant.       </div>	Civ. Action # <b>DOC #</b> <u>1</u> <u>Complaint</u> Date Filed: Jury Trial Demanded
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Plaintiff Rachael Itwaru, ("Plaintiff" or "Itwaru"), by Abdul K. Hassan, Esq., her attorney, complaining of Bloomberg L.P. ("Defendant" or "Bloomberg") respectfully alleges as follows:

**NATURE OF THE ACTION**

- Plaintiff alleges that she was employed by Defendant and in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e through 2000e-17 and 42 U.S.C. § 1981a, the New York State Human Rights Law, and the New York City Human Rights Law, Defendant sexually harassed her and subjected her to a hostile work environment because of her sex/gender and that when in good faith she complained of and opposed this unlawful harassment and hostility, she was retaliated against with further harassment and hostility which peaked with her retaliatory discharge/termination by Defendant on or about September 8, 2008 and continued thereafter at least until 2009. Plaintiff is entitled to recover all damages available under Title VII, NYHRL and NYCHRL, including maximum back pay, front pay, damages for pain and suffering including emotion distress, punitive damages, as well as costs and attorney's fees.

**JURISDICTION AND VENUE**

- This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337 and supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367. In addition, the Court has jurisdiction over Plaintiff's claims pursuant to 42 U.S.C. § 2000e-5(f)(3).

3. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b) and/or 42 U.S.C. § 2000e-5(f)(3).
4. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201, 2202.
5. Plaintiff is an adult, over eighteen years old, who currently resides in Queens County, New York.
6. Plaintiff is an East Indian female of Guyanese origin.
7. Upon information and belief, Defendant Bloomberg, L.P. is a foreign (Delaware) limited partnership, duly authorized to do business in New York State.
8. Upon information and belief, Defendant Bloomberg is headquartered in Bloomberg Tower, located at 731 Lexington Avenue, New York, NY 10022.
9. Upon information and belief, Defendant Bloomberg is an information technology company that serves financial market participants as well as the public at large through the sale of several products and services including computer financial terminals and business television.
10. Upon information and belief, and at all relevant times herein, Defendant Bloomberg employed more than 15 people and had revenues of over five billion dollars a year.
11. Upon information and belief, and at all relevant times herein, Defendant Bloomberg employed more than 10,000 people in over 166 locations worldwide.
12. Upon information and belief, and at all relevant times, Defendant has continuously been an employer engaged in an industry affecting commerce within the meaning of Sections 701(b), (g) and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g) and (h).
13. "AM" as used herein, refers to Plaintiff's supervisor at Bloomberg for a period of time.

14. "BC" as used herein, refers to supervisor at Bloomberg following AM.
15. "MC" as used herein, refers to a manager at Bloomberg who had supervisory authority over Plaintiff and BC.
16. "JB" as used herein, refers to an employee in Bloomberg's human resources department.
17. "ALM" as used herein, refers to an employee of Bloomberg who was a team member of Plaintiff.
18. "JP" as used herein, refers to an employee of Bloomberg who as another team member of Plaintiff.

#### **STATEMENT OF FACTS**

19. Defendant Bloomberg hired Plaintiff Itwaru on August 21, 2006 as an employee in its sales department with a starting annual salary of \$120,000.
20. Plaintiff's contract included no more than five days of travel nationwide per month and her hours were approximately 8-hour days. Plaintiff was very experienced and trained as a sales representative and she excelled in this capacity.
21. Plaintiff's reviews were mostly ones and twos and within four months she was promoted.
22. Plaintiff was given extra accounts. Large accounts were unloaded to Plaintiff from other senior team members, including ALM.
23. Plaintiff managed multiple territories including the tri-state area, Minneapolis, Chicago, and St. Louis.
24. Plaintiff worked with the development team to get issues resolved and gave input to improve

the product the team was selling and servicing.

25. Plaintiff opened doors that were previously unavailable due to lack of any prior connections and she worked with international clients from her home during midnight and early morning hours.
26. Plaintiff was given a bonus of \$20,000 after the first year for her excellent performance.
27. Upon information and belief, Plaintiff's salary exceeded that every member of her team.
28. Plaintiff excelled despite difficult and different conditions that she was hired under. For example, despite being told that travel expectations would not exceed 5 days a month she traveled more than 15 days some months - mostly overnight with 2-3 night stays. Even upon midnight returns, Plaintiff would be at work at 7 A.M. the next day.
29. Plaintiff's team member ALM became increasingly hostile and sexually aggressive since his accounts were given to Plaintiff. Plaintiff was constantly harassed in the presence of many team mates including her supervisor AM. ALM's comments to Plaintiff were very sexual and included comments about her weight loss, her figure, face, lips, breast and clothing.
30. Despite being told to stop his sexual harassment and hostility, ALM even said he would like to see Plaintiff naked and what he would like to do to Plaintiff.
31. After complaining to her supervisor AM about this sexual harassment and hostility, she dismissed Plaintiff's complaints and forced ALM and Plaintiff to go out alone to acquire and service sales accounts. ALM sexual harassment got worse. When Plaintiff refused to travel in the same taxi alone with ALM, supervisor AM accused Plaintiff of being anti-social and told her that she needed to socialize with the guys more.
32. ALM often would team up with JP and make disgraceful and sexual comments. This constant harassment was a torture and very stressful.

33. A client for example, asked for a back rub via the Bloomberg instant messaging system – supervisor AM dismissed the comment and did not support Plaintiff in feeling safe. Plaintiff was at Bloomberg to pursue a professional career not a personal relationship.
34. Even though Plaintiff was hired into Sales and excelling in Sales, she was forced into a different department with an analyst position. She was spread very thin - the work load exceeded 100 percent of many in her group.
35. Even though Plaintiff performed very well, her performance could have been even better if not for the unlawful sexual harassment, hostility and retaliation she was subjected to by Defendant.
36. The compounded aggravation, sexual harassment and stress eventually aggravated Plaintiff's medical illness. As a result Plaintiff could not sit for very long periods at a time due to this aggravated condition.
37. Plaintiff eventually needed a surgical procedure to help alleviate this aggravated condition.
38. Plaintiff's doctor communicated with Defendant's human resources department and eventually she was placed on disability leave from December 2007 to March 2008.
39. Upon Plaintiff's return to work in March 2008 the sexual harassment and hostility worsened. Human resources revealed Plaintiff's confidential medical reports to her team members and the situation was extremely embarrassing and humiliating especially because the condition involved a private part.
40. The release of this private medical information created an environment that made it even more difficult for Plaintiff to function but she persisted in torment nonetheless.
41. ALM and JP used Plaintiff's private medical information to their advantage and harassed

plaintiff. ALM and JP would say things like "fire the fucking bitch. She does not need the job, her husband is a doctor."

42. As working conditions deteriorated upon Plaintiff's return in March 2008, she confided in BC. BC was a new employee in the US, starting in April 2008.

43. Upon information and belief BC's boyfriend was a high ranking employee at Bloomberg who was recently relocated to the United States.

44. Upon information and belief BC moved quickly up the ranks with the help of her high ranking boyfriend and BC became Plaintiff's manager.

45. Plaintiff complained to Manager BC about MC and his sexual harassment. MC had told Plaintiff that she should use her looks to her advantage when executing her client meetings and that she needed to go beyond her job description with sexual favors. MC asked Plaintiff out on a personal date. MC asked Plaintiff to come out drinking with him and the "other boys." MC explained that Plaintiff needed to provide sexual favors in order to keep her job and get promoted.

46. MC touched Plaintiff inappropriately and when she went to Human Resources for help, she was ignored and no help was provided.

47. On a certain occasion, MC told JP to put in a meeting in his calendar and head out and enjoy the Yankees game. Plaintiff was told to keep her mouth shut about what she heard.

48. Shortly after Plaintiff complained to BC about MC's sexual harassment and hostility, BC released all of the confidential information regarding the harassment to MC. MC became furious and threatened Plaintiff to keep her mouth shut or she will be fired. Plaintiff then complained again to human resources about all the sexual harassment, aggravation and abuse and hostility. HR then released all of the confidential complaints and information back to MC and BC.

49. The harassment and hostility intensified. Plaintiff was immediately given a warning letter by BC. She told Plaintiff that if Plaintiff did not sign on the spot, Plaintiff would be fired immediately.
50. Upon information and belief BC signed the letter on 8/25/08 and changed the date to 8/15/08 to match Plaintiff's signature date.
51. Even though other team members were allowed multiple smoking breaks per day, Plaintiff was not allowed to go to the bathroom as often as necessary even in light of her medical condition -- at one point blood was seen through her dress and stained her seat.
52. Plaintiff's manager constantly harassed her including calling her names such as "Guyanese Bitch."
53. As another example, on another occasion, Plaintiff was fifteen minutes late but was docked a half-day pay even though such docking of pay would be prohibited by the FLSA and NYLL and even though Plaintiff on numerous occasions arrived and began working as early as 6:45AM.
54. The sexual harassment, hostile work environment and unlawful retaliation peaked with unlawful retaliatory termination of Plaintiff on September 10, 2008.
55. On September 10, 2008, Plaintiff was summoned to a meeting with MC, BC and JB. At this meeting MC was extremely rude and demeaning. MC told Plaintiff they had enough of her already and that her employment with Defendant Bloomberg was terminated and that she should get out of the building immediately -- she was not even allowed to go back to her desk to retrieve her personal items. JB tried to pressure Plaintiff into signing a waiver agreement which would have waived Plaintiff's right to sue Defendant Bloomberg for its unlawful conduct. After Plaintiff refused, she was then escorted out of Bloomberg's building in a very disgraceful manner by JB, in the plain sight of others and in total humiliation and torment.

After Plaintiff was led out of the building and onto the streets, she had no money and tried to call her colleagues in the building for help. Upon learning of this attempt to seek help, JB called Plaintiff, yelling and screaming and threatening her not to speak with anyone at Bloomberg again – JB also tried to harass Plaintiff further and insisted that Plaintiff return and sign the waiver agreement so that Bloomberg could not be held accountable for its illegal conduct.

56. The sexual harassment, hostility and retaliation by Defendant alleged herein constituted continuing violations which peaked with the termination of Plaintiff on September 10, 2008 and continued after Plaintiff's termination when she tried to recover her personal items and to complain further and tried to remedy the unlawful discriminatory and retaliatory conduct against her – the post termination communications between Plaintiff and Defendant are incorporated herein.

57. These continuing violations of Plaintiff's rights under Title VII, NY Human Rights Law and NYC Human Rights Law, including as alleged herein, lasted at least up until 2009.

58. The conduct of Defendant Bloomberg, including its employees and supervisory and managerial employees in subjecting Plaintiff to sexual harassment and a hostile work environment and retaliation was pervasive, egregious, wanted, willful, intentional, malicious, depraved, reckless, wicked and evil.

#### **AS AND FOR A FIRST CAUSE OF ACTION**

#### **(Sexual Harassment, Hostile Work Environment and Retaliation – Title VII)**

59. Plaintiff Itwaru repeats and incorporates paragraphs 1 through 58 above as if set forth fully and at length herein.

60. At all times relevant herein, Defendant was a covered employer under Title VII of the Civil Rights Act of 1964, as amended, and Plaintiff was a covered employee under Title VII.



61. More than thirty days prior to the institution of this lawsuit, and within three hundred days of the violations of Title VII complained of herein, Plaintiff filed a charge with the U.S. Equal Employment Opportunity Commission (“EEOC”) alleging violations of Title VII by Defendant, including the violations alleged herein.
62. This lawsuit is being filed within ninety (90) days of Plaintiff’s receipt of a notice of right to sue from the EEOC – the EEOC mailed Plaintiff a notice of right to sue dated July 15, 2011 and which Plaintiff received several days after July 15, 2011.
63. All conditions precedent to the institution of this lawsuit have been fulfilled.
64. Title VII of the Civil Rights Act of 1964 states in relevant part that, “It shall be an unlawful employment practice for an employer to discriminate against any of his employees ... because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.” 42 U.S.C. § 2000e-3(a).
65. Defendant’s conduct in subjecting Plaintiff to sexual harassment and a hostile work environment because of her female sex and gender is an unlawful employment practice under Title VII of the Civil Rights Act of 1964, as amended. See 42 U.S.C. §§ 2000e-2(a)(1).
66. Plaintiff, in good faith, opposed Defendant’s sexual harassment and hostility and complained of same, and because of such opposition and complaints, Defendant discriminated against Plaintiff by subjecting her to more sexual harassment and hostility and by terminating her employment.
67. Plaintiff is entitled to recover damages for the retaliation, sexual harassment and the hostile work environment she was subjected to because of her female sex and gender as well as damages caused by her retaliatory termination.
68. Plaintiff is entitled to recover and seeks to recover herein from Defendant, all damages

available under Title VII, including damages for past and future pain and suffering, back pay and front pay, punitive damages, and attorney's fees.

**AS AND FOR A SECOND CAUSE OF ACTION**

**(Sexual Harassment, Hostile Work Environment, Retaliation – NY Human Rights Law)**

69. Plaintiff Itwaru repeats and incorporates paragraphs 1 through 68 above as if set forth fully and at length herein.

70. New York Executive Law 296(7) provides in relevant part that, "It shall be an unlawful discriminatory practice for any person engaged in any activity to which this section applies to retaliate or discriminate against any person because he or she has opposed any practices forbidden under this article or because he or she has filed a complaint, testified or assisted in any proceeding under this article." See also New York Executive Law 296(1)(e).

71. Defendant's conduct in subjecting Plaintiff to sexual harassment and a hostile work environment because of her female sex and gender is an unlawful employment practice under New York Human Rights Law. New York Executive Law 296(1)(a).

72. Plaintiff, in good faith, opposed Defendant's sexual harassment and hostility and complained of same, and because of such opposition and complaints, Defendant discriminated against Plaintiff by subjecting her to more sexual harassment and hostility and by terminating her employment.

73. Plaintiff is entitled to recover damages for the retaliation, sexual harassment and the hostile work environment she was subjected to because of her female sex and gender as well as damages caused by her retaliatory termination.

74. Plaintiff is entitled to recover and seeks to recover herein from Defendant, all damages available under New York Human Rights Law, including damages for past and future pain and suffering, back pay and front pay, punitive damages, and attorney's fees

**AS AND FOR A THIRD CAUSE OF ACTION**

**(Sexual Harassment, Hostile Work Environment, Retaliation – NYC Human Rights Law)**

75. Plaintiff repeats and incorporates paragraphs 1 through 74 above as if set forth fully and at length herein.

76. The NY City Human Rights law including at NYC Code § 8-107(7) provides in relevant part that:

Retaliation. It shall be an unlawful discriminatory practice for any person engaged in any activity to which this chapter applies to retaliate or discriminate in any manner against any person because such person has (i) opposed any practice forbidden under this chapter, (ii) filed a complaint, testified or assisted in any proceeding under this chapter, (iii) commenced a civil action alleging the commission of an act which would be an unlawful discriminatory practice under this chapter, (iv) assisted the commission or the corporation counsel in an investigation commenced pursuant to this title, or (v) provided any information to the commission pursuant to the terms of a conciliation agreement made pursuant to section 8-115 of this chapter. The retaliation or discrimination complained of under this subdivision need not result in an ultimate action with respect to employment, housing or a public accommodation or in a materially adverse change in the terms and conditions of employment, housing, or a public accommodation, provided, however, that the retaliatory or discriminatory act or acts complained of must be reasonably likely to deter a person from engaging in protected activity.

77. Defendant's conduct in subjecting Plaintiff to sexual harassment and a hostile work environment because of her female sex and gender is an unlawful employment practice under New York City Human Rights Law. NYC Code § 8-107(1)(a).

78. Plaintiff, in good faith, opposed Defendant's sexual harassment and hostility and complained of same, and because of such opposition and complaints, Defendant discriminated against Plaintiff by subjecting her to more sexual harassment and hostility and by terminating her employment.

79. Plaintiff is entitled to recover damages for the retaliation, sexual harassment and the hostile work environment she was subjected to because of her female sex and gender as well as damages caused by her retaliatory termination.

80. Plaintiff is entitled to recover and seeks to recover herein from Defendant, all damages available under New York City Human Rights Law, including damages for past and future pain and suffering, back pay and front pay, punitive damages, and attorney's fees.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that this Court grant the following relief:

81. Grant Plaintiff Itwaru judgment on her **First Cause of Action** (Title VII), and award her all damages available under Title VII, including maximum damages for past and future pain and suffering, back pay and front pay, punitive damages, and attorney's fees;

82. Grant Plaintiff Itwaru judgment on her **Second Cause of Action** (NYHRL), and award her all damages available under NYHRL, including maximum damages for past and future pain and suffering, back pay and front pay, punitive damages, and attorney's fees;

83. Grant Plaintiff Itwaru judgment on her **Third Cause of Action** (NYCHRL), and award her all damages available under NYCHRL, including maximum damages for past and future pain and suffering, back pay and front pay, punitive damages, and attorney's fees;

84. Award Plaintiff prejudgment interest on all monies due;

85. Award Plaintiff any relief requested or stated in the preceding paragraphs but which has not been specifically requested in the PRAYER FOR RELIEF, in addition to the relief requested in the PRAYER FOR RELIEF;

86. Award Plaintiff such other, further and different relief as the Court deems just and proper.

**Dated: Queens Village, New York**

**September 29, 2011**

Respectfully submitted,

A handwritten signature in cursive script that reads "Abdul Hassan". The signature is written in dark ink and is positioned above the typed name and contact information.

By: Abdul K. Hassan, Esq. (AH6510)

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